

Amy M. Samberg (NV Bar No. 10212)  
[amy.samberg@clydeco.us](mailto:amy.samberg@clydeco.us)  
 Dylan P. Todd (NV Bar No. 10456)  
[dylan.todd@cyldeco.us](mailto:dylan.todd@cyldeco.us)  
 CLYDE & CO US LLP  
 7251 W. Lake Mead Blvd., Suite 430  
 Las Vegas NV 89128  
 Telephone: 725-248-2900  
 Facsimile: 725-248-2907

*Attorneys for Defendant*  
*LM General Insurance Company*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

MARCUS BROWN, an individual,  
 Plaintiff

v.

CSAA GENERAL INSURANCE COMPANY  
 dba AAA INSURANCE, a foreign corporation;  
 LM GENERAL INSURANCE COMPANY aka  
 LIBERTY MUTUAL, a foreign corporation;  
 DOES I through X; and ROE BUSINESS  
 ENTITIES I through X, inclusive,  
 Defendants

CASE NO.: 2:21-cv-00892-CDS-EJY

**EMERGENCY STIPULATION AND  
 ORDER TO SUBMIT THIS MATTER  
 TO BINDING ARBITRATION AND  
 VACATE SETTLEMENT  
 CONFERENCE SET FOR  
 JANUARY 31, 2023**

Plaintiff MARCUS BROWN, Defendant CSAA GENERAL INSURANCE COMPANY  
 dba AAA INSURANCE and Defendant LM GENERAL INSURANCE COMPANY aka  
 LIBERTY MUTUAL, by and through their undersigned attorneys, have here before stipulated and  
 agreed to submit this matter to private binding arbitration before Judge Nancy Saitta.

This agreement to place this matter into binding arbitration comes after several weeks of  
 good faith negotiation between the parties. The agreement was finally reached on January 30, 2023,  
 and as such, good faith and excusable neglect exist for the parties' current request. The details of  
 the binding arbitration agreement are set forth below.

1 The parties hereby further stipulate, by and through their undersigned attorneys, as follows:

2 1. That the parties hereby voluntarily relinquish their rights to a trial de novo and that  
3 the Arbitrator's decision in this matter shall be binding upon the parties;

4 2. That the Arbitrator's Award shall be "capped" at the policy limits of the carriers and  
5 that said limits shall be the maximum amount the Plaintiff may recover from Defendants CSAA  
6 GENERAL INSURANCE COMPANY ("CSAA") and LM GENERAL INSURANCE  
7 COMPANY("LM"), no matter that the Arbitration Award may be in excess of said amount. The  
8 priority of coverage for recovery under any Arbitrator's Award shall be that the CSAA insurance  
9 policy is primary, and the LM insurance policy is excess.

10 3. That the Arbitrator's Decision and Award shall be dispositive of the issues of  
11 liability and damages. All other issues are expressly waived.

12 4. The Arbitrator shall not be informed of policy limits or of the caps contained herein.

13 5. That the parties agree to waive any recovery of attorney's fees, costs or pre-  
14 judgment interest.

15 6. The parties expressly waive bad faith, extra-contractual claims, priority of coverage  
16 and punitive damages claims. These claims are waived with prejudice.

17 7. That the fee charged by the Arbitrator shall be shared equally by the parties.

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8. That discovery for this matter has been completed; furthermore, the Arbitrator shall have the authority to resolve all legal and factual matters necessary to resolve this matter.

Dated: January 30, 2023

LADAH LAW FIRM.

CLYDE & CO LLP

/s/ Anthony L. Ashby

Anthony L. Ashby (NV Bar No. 4911)

[litigation@ladahlaw.com](mailto:litigation@ladahlaw.com)

517 S. Third Street

Las Vegas, NV 89101

Telephone: 702-252-0055

*Attorneys for Plaintiff*

*Marcus Brown*

/s/ Dylan Todd

Amy M. Samberg (NV Bar No. 10212)

[amy.samberg@clydeco.us](mailto:amy.samberg@clydeco.us)

Dylan P. Todd (NV Bar No. 10456)

[dylan.todd@cyldeco.us](mailto:dylan.todd@cyldeco.us)

7251 W. Lake Mead Blvd., Suite 430

Las Vegas NV 89128

Telephone: 725-248-2900

Facsimile: 725-248-2907

*Attorneys for Defendant*

*LM General Insurance Company*

CURRIDEN & CLAYSON

/s/ David R. Clayson

David R. Clayson (NV Bar No. 2826)

[David.Clayson@csaa.com](mailto:David.Clayson@csaa.com)

7201 W Lake Mead Blvd., Ste 580

Las Vegas, NV 89128

Telephone: 702-870-7188

*Attorneys for Defendant*

*CSAA General Insurance Company*

IT IS SO ORDERED.

IT IS FURTHER ORDERED that the settlement conference scheduled for January 31, 2023, before Magistrate Judge Elayna J. Youchah is VACATED.

IT IS FURTHER ORDERED that this matter is stayed pending the outcome of binding arbitration. The parties must submit the final judgment, or a joint status report addressing the status of arbitration, within 30 days of the arbitration's conclusion.

UNITED STATES DISTRICT JUDGE

DATED: January 30, 2023

Amy M. Samberg (NV Bar No. 10212)  
[amy.samberg@clydeco.us](mailto:amy.samberg@clydeco.us)  
 Dylan P. Todd (NV Bar No. 10456)  
[dylan.todd@cyldeco.us](mailto:dylan.todd@cyldeco.us)  
 CLYDE & CO US LLP  
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 DOES I through X; and ROE BUSINESS  
 ENTITIES I through X, inclusive,  
  
 Defendants.

CASE NO.: 2:21-cv-00892-CDS-EJY

**DECLARATION OF DYLAN TODD  
 IN SUPPORT OF EMERGENCY  
 STIPULATION AND ORDER TO  
 SUBMIT THIS MATTER TO  
 BINDING ARBITRATION AND  
 VACATE SETTLEMENT  
 CONFERENCE SET FOR  
 JANUARY 31, 2023**

I, Dylan P. Todd, declare and state as follows:

1. I am a Senior Counsel with Clyde & Co US LLP, counsel for Defendant LM General Insurance Company (“LM”) in the above-captioned matter. I have personal knowledge of the facts contained in this Declaration.

2. I make this declaration in accordance with Local Rule 7-4.

3. The nature of the emergency is that there is a settlement conference scheduled for the tomorrow January 31, 2023, that the parties wish to vacate due to their recent agreement to submit the matter to binding arbitration.

4. The names and addresses of the attorney are as follows:

- 1 a. Dylan Todd, counsel for LM, 7251 West Lake Mead Boulevard, Suite 430,  
2 Las Vegas, Nevada 89128. Telephone number: 725-248-2883  
3 b. David Clayson, counsel for CSAA, 7201 West Lake Mead Boulevard, Suite  
4 580, Las Vegas, Nevada 89129. Telephone number: 702-822-9505  
5 c. Anthony Ashby, counsel for Plaintiff, 517 South Third Street, Las Vegas,  
6 Nevada 89101. Telephone number: 702-252-0055

7 5. I certify that the parties have meet and conferred over several weeks to come to an  
8 agreement to submit this matter to binding arbitration, and that this agreement was only just reached  
9 at or around 2pm on Monday, January 30, 2023. The parties also agreed that the stipulation should  
10 be presented to the Court on emergency status so that the Court could be apprised of the agreement  
11 as soon as possible and potentially approve the stipulation and excuse the parties from attendance  
12 at the settlement conference scheduled for January 31, 2023.

13 6. Concurrent with this motion my office is contacting the courtroom administrators  
14 for the assigned magistrate to advise of the stipulation pursuant to LR 7-4(d).

15 I declare under penalty of perjury under the laws of the United States of America that the  
16 foregoing is true and correct.

17 Executed January 30, 2023 at Las Vegas, Nevada.

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19 /s/ Dylan P. Todd  
20 DYLAN P. TODD  
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